

**VILLAGE OF LINCOLNSHIRE
CITY OF LAKE FOREST**

**PROPOSAL for INSECTICIDAL TREATMENT OF ASH TREES
ON PUBLIC AND PRIVATE PROPERTY**

2015

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**Bid Opening: 10:00 a.m. November 17, 2015
Lincolnshire Village Hall**

**VILLAGE OF LINCOLNSHIRE
CITY OF LAKE FOREST
REQUEST FOR PROPOSALS
FOR INSECTICIDAL TREATMENT OF ASH TREES
ON PUBLIC AND PRIVATE PROPERTY**

The Village of Lincolnshire and City of Lake Forest will receive, from certified arborists, sealed proposals until 10:00 a.m. local time on November 17, 2015, at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035, at which time and place the quotations will be publicly opened.

The proposed project consists of the application of preventative insecticidal treatments to ash trees on publicly and privately owned properties in order to resist the spread of Emerald Ash Borer.

The proposal forms and proposal specifications will be made available free of charge on November 2, 2015 on the Village website at www.lincolnshireil.gov or at the Village Hall of the Village of Lincolnshire, Lake County, One Olde Half Day Road, Lincolnshire, IL 60069.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Contractor shall employ only Illinois laborers on this project in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Lincolnshire reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

VILLAGE OF LINCOLNSHIRE

Bradford H. Woodbury
Public Works Director

**Proposal for
INSECTICIDAL TREATMENT OF ASH TREES
ON PUBLIC AND PRIVATE PROPERTY**

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

FROM: _____
Company

Address

City State Zip

(____) _____
Telephone

Dear Mayor and Trustees:

We, the undersigned, being fully acquainted with the extent and nature of the proposed application of preventative insecticidal treatments to ash trees, and all local conditions affecting the cost and performance thereof, hereby propose to furnish all supervision, labor, materials, tools, equipment and machinery necessary to perform and complete the work described, for the quoted price, attached to this proposal, which price will be accepted as payment in full for all completed and accepted work.

The undersigned declares that we have examined the said Description of Work, General Conditions and all forms of Contract that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period with an option to renew annually for up to two additional years from date of Contract.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

The undersigned agrees to commence work at the appropriate time, to most effectively treat for emerald ash borer, as determined by local conditions and as directed by the U.S. Department of Agriculture.

The Contractor understands that a contract to purchase the product and/or work shall be formed, based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village, and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following for the work to be performed and agrees that the items of work, not specifically mentioned which are necessary and required to complete the work intended, shall be done incidental to, and as part of the items of work, for which a unit price is given, and understands that no additional payment will be made for such incidental work.

**DESCRIPTION OF WORK: INSECTICIDAL TREATMENT OF ASH TREES
ON PUBLIC AND PRIVATE PROPERTY**

Prospective bidders are asked to submit bids for the application of preventative insecticidal treatments to ash trees on public and private property over a one year period from April 18, 2016 to April 18, 2017, with the option to renew the contract for two additional years.

VILLAGE OF LINCOLNSHIRE – UNIT PRICES

2016 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

2017 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

2018 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*	MERIT 75 BASAL DRENCH
6" – 12" Diameter		
12" – 20" Diameter		
20" to 30" Diameter		
30" Diameter and Over		

CITY OF LAKE FOREST – UNIT PRICES

2016 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*
6" – 12" Diameter	
12" – 20" Diameter	
20" to 30" Diameter	
30" Diameter and Over	

2017 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*
6" – 12" Diameter	
12" – 20" Diameter	
20" to 30" Diameter	
30" Diameter and Over	

2018 - ALL PRICES PER DIAMETER INCH

SIZE CLASSES	TREE-AGE TRUNK INJECTION *Applied at Medium Rate*
6" – 12" Diameter	
12" – 20" Diameter	
20" to 30" Diameter	
30" Diameter and Over	

In submitting this proposal, the Undersigned Bidder understands that the right is reserved by the Village of Lincolnshire to reject any or all proposals, to waive technicalities, to advertise for new proposals, to accept a proposal or to proceed to perform the proposed work by other means, if in the judgment of the Village the best interest of the Village will be promoted thereby.

Payment shall be based on the number of diameter inches satisfactorily completed, at the unit prices quoted. **Payment for privately owned trees will be made by the homeowner's who requested the service. It shall be the contractor's responsibility to bill the homeowners and to collect payment.**

Proposals submitted by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

All addendums received for this proposal shall be listed below and initialed as received.

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The prices stated in this proposal are guaranteed for 365 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Dated this _____ day of _____ 2015.

Respectfully submitted,

Bidder

Address

City/State/Zip Code

Bidder's Agent

Title

Telephone Number

SEAL:

ATTEST: _____
Title: _____

CONTRACTOR'S CERTIFICATION

_____, of _____,
Illinois, as part of its bid on a contract for _____
_____ for the Village of Lincolnshire,
hereby certifies that said contractor is not barred from bidding on the aforementioned
contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E
of Chapter 720 of the Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal
for _____ to the Village of Lincolnshire, hereby
certifies that said contractor has a written sexual harassment policy in place in full
compliance with Chapter 775 ILCS 5/2-105(A), 1994.

I, _____ duly authorized agent for _____,
having been first duly sworn depose and state as follows:

1. The above-named company is not delinquent in payment of any tax
administered by the Illinois Department of Revenue or if it is:
2.
 - a. It has previously filed the appropriate document contesting its liability
for the tax or the amount of tax in accordance with procedures established
by the appropriate revenue Act; or
 - b. It has entered into an agreement with the Department of Revenue for
payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

Name, printed
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____ day
of _____, 2015.

Notary Public
SEAL

**INSECTICIDAL TREATMENT OF ASH TREES
ON PUBLIC AND PRIVATE PROPERTY
IN THE VILLAGE OF LINCOLNSHIRE, ILLINOIS
AND CITY OF LAKE FOREST, ILLINOIS**

INSTRUCTIONS TO CONTRACTOR

GENERAL CONDITIONS

1. Extent and location of work: The work contemplated to be performed under this Specification consists of the insecticidal treatment of ash trees on public and private property within the corporate limits of the Village of Lincolnshire, Lake County, Illinois. Insecticidal treatment is to consist of either a trunk injection or soil drench. Application of the insecticidal treatments shall be in accordance with the manufacturer's specifications for the products Tree-age and Merit 75.

It shall be the Contractor's responsibility to bill the homeowners who request the service and the Contractor's responsibility to collect payment for all work conducted on private property.

2. Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the Description of Work, General Conditions and all forms of Contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Description of Work, General Conditions and all forms of Contract. If his quotation is accepted, the contractor will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect.

3. Preparation of Proposal: The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

4. Bidder's Statement of Competency: The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment,

prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

5. Delivery of Proposal: The Proposal and Executed Contract shall be returned to the Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, IL 60069 by the published bid opening date.

6. Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The amount of such insurance shall be not less than the following:

- 6.1 Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.
- 6.2 General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00) for each item.
- 6.3 Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00) .
- 6.4 Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Village Code Title 7-1-7A)

7. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within ten (10) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

8. Indemnification

- 8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from

performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to party or person described in this paragraph 8.

- 8.2 In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

9. Tax Exempt The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

10. Delays and Extensions of Time: If the Contractor is delayed at any time in progress of the work by an act or neglect of the Village, or of an employee of either, or of a separate contractor employed by the Village, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Village, at its sole discretion, pending arbitration, or by other causes which the Village, at its sole discretion, determines may justify delay, then the contract time shall be extended by change order for such reasonable time as the Village may determine at its sole discretion.

11. Payment and Holdback

- 11.1 Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

- 11.2 Payments: Payments shall be as follows:

Waivers of Mechanics Lien: With each application for payment, submit waiver of mechanics lien for work shown on previous applications. When an application shows completion of an item, submit final or full waivers. The Village reserves the right to designate which entities involved in the work must submit waivers.

Certified Payroll: With each application for payment, submit a certified payroll verifying that prevailing wage has been paid.

- 11.3 It shall be the Contractor's responsibility to bill the homeowners who request the service and the Contractor's responsibility to collect payment for all work conducted on private property.

12. Proposal Tabulation

The Contractor shall complete the Description of Work as part of the proposal package. The Contractor shall be responsible for identifying any and all costs to complete the project on time and in accordance with the Plans and Specifications.

Any errors or omissions in mathematics shall inure to the benefit of the Village of Lincolnshire.

13. Substitutions

The Village, at its sole discretion, shall either accept or reject any item marked as a substitution prior to contract approval.

If the Village rejects an item marked as a substitution, an appropriate amount, based upon a pro-rated proportion of the total shall be taken from the contracted amount.

14. Subcontractor

If Contractor proposes to perform contract with Sub-contractor(s), then all qualifications, insurance requirements, and other applicable terms and conditions shall apply to each and every Sub-contractor. The proposal shall include such documentation for each Sub-contractor. Prior to any work being performed by the Sub-Contractor, the Contractor shall submit all the necessary information to the Village regarding Sub-contractor including company name, company address, certificate of insurance, licenses, years in business, bid certification, name of project contact person; and the Village, at its sole discretion, may require additional insurance, bonds, or deposits to assure faithful performance.

15. Cleaning Up

15.1 The Contractor shall at all times keep each of the locations where work will be performed free from accumulation of waste materials and rubbish caused by his work. Dirt, debris, tools, equipment and surplus materials shall be removed upon completion of the work. Adjacent turf shall be raked free of debris.

If the Contractor fails to clean up as provided in the Contract Documents, the Village may do so and the cost thereof shall be charges to the Contractor or subtracted from any holdback amount.

16. Final Acceptance

16.1 Preliminary procedures - Before requesting final payment, complete the following:

List any exceptions in the request for final payment.

Submit the final payment request with releases, waivers of liens, and supporting documentation not previously submitted and accepted.

Submit an updated final statement, accounting for final additional changes to the Contract Sum. Submit the notice of final acceptance from the Village along with all other documentation.

16.2 Inspection/Reinspection Procedure: The Village will inspect or reinspect the work upon receipt of notice that the work, including inspection list items from any earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Village.

Upon completion of inspection or reinspection, the Village will prepare a notice of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, reinspection will be repeated.

17. Liens/Waivers: The Contractor shall submit in a timely manner a waiver of lien for each and every item of equipment procured or installed under this contract. No payment shall be made to the Contractor until all necessary waivers of lien are submitted to the Owner.

18. Warrantee: The forgoing remedies shall not deprive the Village of any action, right or remedy otherwise available for breach of any of the provisions of the Contract Documents by the Contractor and the periods referred to above and shall not be construed as a limitation on the time in which the Village may pursue other action, right or remedy.

19. Discrepancies: Any discrepancies between drawings and the plans and specifications shall be subject to interpretation by the Village of Lincolnshire as Owner, in its sole discretion. The Contractor shall immediately, upon finding any discrepancy, request an interpretation from the Village. The Village shall provide a written clarification within 5 working days or the Contractor shall use best judgment.

**Insecticidal Treatment of Ash Trees
on Public and Private Property for Village of Lincolnshire
CONTRACT**

THIS AGREEMENT made this _____ day of _____, 2015, by and between the Village of Lincolnshire, County of Lake, State of Illinois, hereinafter called the "Village", and, _____(contractor) of _____ (address) hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the **Insecticidal Treatment of Ash Trees on Public and Private Property**, in accordance with the conditions and prices stated in the Proposal all of which are made a part hereof and herein called "Contract Documents."
2. All terms, conditions, representations, specifications, promises, and undertakings contained in the Bidders Proposal, the Instructions to Bidders, Specifications for **Insecticidal Treatment of Ash Trees on Public and Private Property**, at Supplemental Special Provisions of this contract, form part and partial of this contract as if they were fully set forth herein.
3. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Proposal Documents. (Invoices must be submitted prior to the 15th of the month for payment on the 15th of the following month.)
4. This agreement is binding upon the parties hereto and their respective heirs, executors, administrators, successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the day and year first above written.

Attest:

Village of Lincolnshire:

By: _____

By: _____

Signature

Signature

Barbara Mastandrea, Village Clerk

Elizabeth J. Brandt, Mayor

Attest:

(Contractor)

Signature

Signature

Printed Name and Title

Printed Name and Title

Village of Lincolnshire

References

(1)

Name _____ Contact _____

Phone _____ email _____

(2)

Name _____ Contact _____

Phone _____ email _____

(3)

Name _____ Contact _____

Phone _____ email _____